

SUMMONS (CITACION JUDICIAL)

SUM-100

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Amazon.com Inc

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Mehmet Gocer and Tugba Gocer

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

(ENDORSED)

FILED

OCT 11 2023

Clerk of the Court

Superior Court of CA County of Santa Clara

DEPUTY

BY **B. ROMAN-ANTUNEZ**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte pueda decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Pueden encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Superior Court of CA
(El nombre y dirección de la corte es): County of Santa Clara

191 N First St, San Jose CA 95113CASE NUMBER:
(Número del Caso)23CV423964

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Mehmet Gocer and Tugba Gocer, 4350 Will Rogers Dr, San Jose, CA, 95129, Phone: 6502503699

DATE: **OCT 11 2023**
(Fecha)

Clerk of the Court

Clerk, by

(Secretario)

B. ROMAN-ANTUNEZ

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

-(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Amazon.com Inc
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

Page 1 of 1

CIVIL LAWSUIT NOTICE

ATTACHMENT CV-5012

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER:

23CV423964**PLEASE READ THIS ENTIRE FORM**

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José or at https://www.sccourt.org/self_help/civil/civil_help.shtml.

- State Rules and Judicial Council Forms: <https://www.courts.ca.gov/formsrules.htm>
- Local Rules and Forms: https://www.sccourt.org/forms_filing.shtml and https://www.sccourt.org/court_divisions/civil/civil_rules/civil_rules.shtml

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may have the option, or be required, to appear remotely – see Local Civil Rule 8.

Your Case Management Judge is:	Amber Rosen	Department:	16
The 1 st CMC is scheduled for: (Completed by Clerk of Court)			
Date:	3/26/2024	Time:	1:30pm in Department: 16
The next CMC is scheduled for: (Completed by party if the 1 st CMC was continued or has passed)			
Date:		Time:	in Department:

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 30 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at https://www.sccourt.org/court_divisions/civil/adr/civil_adr.shtml or call the ADR Administrator (408-828-8547) for more information.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

(ENDORSED)
FILED
 OCT 11 2023

Clerk of the Court
 Superior Court of CA County of Santa Clara
 BY _____ DEPUTY

ROMAN-ANTUNEZ

Mehmet Gocer and Tugba Gocer
 4350 Will Roger Dr,
 San Jose, CA, 95129,
 Phone: 949 336 2739
 Email: mgocer@gmail.com

SUPERIOR COURT OF SANTA CLARA COUNTY
 CIVIL CLAIM COURT

MEHMET GOCER, *Tugba Gocer*
 Plaintiff,

vs.

AMAZON.COM INC.
 Defendant

Amazon breached its contractual obligations to
 Spring Design LLC by:

- Failing to release \$61,270 in sales proceeds owed to Spring Design LLC.
- Engaging in fraudulent activities including marking Spring Design LLC's remaining balance as expenses, even though Spring Design LLC has not incurred any expenses since its account was closed.
- Acting negligently against the seller which caused significant damages to the seller.

1 We, Mehmet Goceri and Tugba Goceri, on behalf of Spring Design LLC, doing business as
2 Buy2Smile, bring this complaint against Amazon.com, Inc. ("Amazon"), a corporation organized
3 and existing under the laws of the State of Delaware, for breach of contract and fraudulent activities.

4 **Introduction**

5
6 1.1. Spring Design LLC, doing business as Buy2Smile, is a seller on Amazon's online marketplace,
7 which is subject to California law.

8 1.2. Amazon has breached its contractual obligations to Spring Design LLC by failing to release
9 61,270 dollars in sales proceeds owed to Spring Design LLC. As a direct and proximate result of
10 Amazon's breach of contract, Spring Design LLC has suffered significant damages.

11
12 1.3. Amazon has committed fraud by engaging in a scheme to wrongfully withhold 61,270 dollars
13 in sales proceeds from Spring Design LLC.

14 **Background**

15 2.1. Spring Design LLC has been a seller on Amazon's online marketplace for 7 months. During
16 this time, Spring Design LLC has complied with all of Amazon's policies and requirements.

17
18 2.2. On 01.03.2020, Amazon closed Spring Design LLC's account and froze its balance of \$61,270.

19 2.3. Since 01.03.2020, Amazon has failed to release the requested amount in sales proceeds owed
20 to Spring Design LLC, in breach of its contractual obligations.

21 2.4. Amazon has marked Spring Design LLC's balance as expenses, even though Spring Design
22 LLC has not incurred any expenses since its account was closed. This constitutes fraudulent
23 activity.
24

25 **Breach of Contract**

26 3.1. Amazon entered a contract with Spring Design LLC when Spring Design LLC agreed to
27 Amazon's policies and procedures for selling on its online marketplace.
28

1 3.2. Amazon breached its contractual obligations to Spring Design LLC by failing to release
2 \$61.270 in sales proceeds owed to Spring Design LLC.

3 3.3. Amazon has also breached its contractual obligations by marking fraudulently, Spring Design
4 LLC's remaining balance of 61.270 as expenses, even though Spring Design LLC has not incurred
5 any expenses since its account was closed.
6

7 **Fraudulent Activities**

8 4.1. Amazon engaged in a scheme to wrongfully withhold 61,270 dollars in sales proceeds from
9 Spring Design LLC.
10

11 4.2. Amazon committed fraud by falsely representing that it would release Spring Design LLC's
12 sales proceeds balance, they have sent a few emails to ask us to wait for 90 days while knowing
13 that it had no intention of doing so.

14 4.3. Amazon's fraudulent activity included marking Spring Design LLC's balance as expenses,
15 even though Spring Design LLC has not incurred any expenses since its account was closed.
16

17 4.4 Amazon committed fraud, despite having already taken its commission from sales, marketplace
18 monthly fees, sales tax, shipping cost, refunded customer, and sent a 1099-K to IRS falsely
19 claiming that it distributed the payments to the seller, Spring Design LLC, including the amount
20 \$61.270 which it never.
21

22 **Prayer for Relief**

23 5.1. Spring Design LLC respectfully requests that the court enter judgment in its favor and against
24 Amazon.

25 5.2. Spring Design LLC further requests that the Court orders Amazon to immediately release the
26 sum of 61.270 dollars, plus any applicable interest, that it is currently holding and refuses to release
27 to Spring Design.
28

1 5.3. Spring Design LLC requests that the court award it damages suffered because of Amazon's
2 illegal withholding of funds, in an amount of \$500,000. This amount is fair because Amazon's
3 wrongdoing activities have significantly damaged our operations. We believe that this amount is
4 necessary to compensate us for our losses, including loss of revenue, loss of profits, costs of doing
5 business, and non-pecuniary damages.
6

7 5.4. Spring Design LLC requests that the court orders Amazon to pay all costs and expenses
8 associated with this lawsuit, including but not limited to Spring Design's Operation costs legal
9 fees, as allowed by law.
10

11 5.5 Spring Design LLC prays for such other and further relief as the court deems just and proper
12 under the circumstances.
13

14 DATED: 09.07.2023, Respectfully submitted,

15 By: Mehmet Goceri
16
17
18

19 **CAUSE OF ACTION**

20 Plaintiff, Mehmet Goceri, founder and manager of Spring Design LLC, and operated name as
21 Buy2Smile in the Amazon Inc, is filing this complaint against defendant Amazon for the unjust
22 suspension of our seller account and withholding of funds. Despite our numerous attempts to
23 address Amazon's concerns, they have failed to provide any clear explanation for the suspension
24 of our account and have instead placed the onus on us to find the root cause of the problem.
25

26 Firstly, our Amazon seller account has been suspended without a detailed explanation, and our
27 funds have not been released. Amazon failed to help address their concerns and expected us to find
28

1 the root cause of the problem, even though it was during the COVID-19 pandemic where all small
2 businesses were affected. We were forced to close our physical locations in a shopping mall and
3 stopped the operations. Our only channel of selling was, in the time of Covid-19, online and
4 Amazon but Amazon suspended our account. Despite our numerous attempts to work with
5 Amazon and solve the problems, they did not release our fundings, which put us in an extremely
6 bad financial situation such as loss of income, loss of jobs, excessive inventory, and inventory
7 holding costs.

9 Amazon may sometimes send sellers to ask for invoices and request some documentation for the
10 products that sellers sell on the platform. For instance, they sent some emails and asked us for
11 invoices for the products we sold. We submitted those documents to Amazon, and Amazon
12 confirmed them and told us to continue to sell (November 25, 2019: CASE 6617015211) and
13 ASIN: B07JBLDD1Y Complaint ID: 6647052341 (December 12, 2019). They reinstated the
14 listings, confirmed that we can sell these items. In other words, Amazon reinstated the following
15 ASINs in the past and Amazon accepted and reinstated listings.

- 16 • ASIN: B07T6KYJ22 was reinstated after we provided the required documents.
- 17 • ASIN: B07JBLDD1Y was reinstated after we provided the required documents.
- 18 • ASIN: B07JF2134Y, case number 6617015211, was reinstated after we provided the
19 required documents.
- 20 • ASIN: B077NXHQ7G, titled "Classic Mini Game Consoles Built-in 620 TV Video Game
21 With Dual Controllers, US Plug," was reinstated after we provided the required documents.
- 22 • ASIN: B07WSC3R3D was reinstated as well.

1 In the time of suspension, it was challenging as the global economy was slowing down, and we
2 were trying to establish different selling platforms. Amazon was known as the best e-commerce
3 platform, and we dedicated employees, our time, and our resources, for the platform. We trusted
4 our supply chain suppliers because they showed us their documentation, and we had no reason to
5 doubt them.
6

7 Additionally, at the time of the incident, our company has been the target of unfair practices and
8 malicious attacks from other sellers on the Amazon platform. The current state of affairs has
9 reached a critical juncture, placing our business in imminent jeopardy. We were deeply concerned
10 about our survival due to the prevalence of malicious tactics employed by certain sellers on the
11 Amazon platform. These tactics include unwarranted threats and intentional sabotage aimed at
12 new sellers, such as purchasing their products solely to leave damaging feedback and tarnish their
13 sales and brand image. Unfortunately, such practices have become all too commonplace within the
14 Amazon marketplace.
15

16 We asked Amazon to review the messages from Rene Franklin (Order: 112-3704067-8779414) in
17 the message center to see the extent of their harassment. They have indicated their intention to
18 report us to Amazon for selling second-hand or counterfeit items, despite the fact that we were
19 selling new items and have never received any such complaint before. Additionally, several buyers
20 who were, in fact sellers, have been sending us threatening messages to force us to remove our
21 listings. The names and dates of these individuals are as follows: Scott (December 10), McKenzie
22 (December 10), Erica (December 10), Patrick (December 10), and Kyle (December 9). We
23 received all these messages in 24-hour window. However, we never heard anything from Amazon
24 that Amazon took an action for these attacks even though we have reported them to Amazon, it
25 shows lack of care of seller concerns. All these incidents occurred at the beginning of December
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27
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1 2019, which resulted in account closure late in the month. We urged Amazon to take prompt action
2 against these malicious attacks and to protect sellers but never heard of anything from Amazon.
3 We sent a few emails and asked amazon to take actions for the case numbers provided above
4 should be thoroughly investigated to ensure that the actions of these other sellers would not harm
5 innocent sellers.
6

7 Our feedback on the platform was close to 5 stars, 4.90 at the time of closing. We sold more than
8 2000+ items, phone accessories such as cases, screen protectors, as well as toys, game consoles,
9 smart watches, etc. For example, we bought 1000 watches from Misfit company to sell them on
10 our location and Amazon.
11

12 Evidence and invoices are attached.

13 However, Amazon suspended our account after a month and never looked at our invoices and
14 agreements with our supplier that we have provided. We have accounts with all of our suppliers.
15 The suspension of our account had a significant impact on our business operations, and their failure
16 to release our funds further worsened our financial situation. We have repeatedly requested
17 assistance from Amazon to release our funds immediately and compensate us for the financial
18 losses incurred due to the suspension of our account. We have made these demands over 100 times
19 through various channels such as emails, phone calls, and social media platforms including
20 Amazon's ex CEO's Twitter account, as well as Amazon's official Twitter and Facebook accounts.
21 Despite our repeated attempts to contact Amazon and seek help through various channels, they did
22 not provide any assistance, did not respond properly to our emails or concerns, and did not release
23 our funds. This lack of response and assistance from Amazon has resulted in significant financial
24 damages for our small business, especially during the COVID-19 pandemic where all small
25 businesses were already struggling. We believe Amazon already repeatedly has breached their
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1 duty of good faith and fair dealing towards us, as their seller, and we seek legal action to recover
2 our losses and hold Amazon accountable for their actions.

3 As we conducted further research, we discovered that Amazon has been engaging in similar
4 conduct towards many other small businesses, by failing to provide adequate help or assistance,
5 and by withholding their funds in breach of their contractual obligations. This unfair business
6 practice has left many small businesses in a helpless situation, with their funds held by Amazon,
7 causing significant financial strain and suffering. Here are some of the problems most sellers like
8 us have faced as follow:
9

- 10 • Failure to properly compensate sellers for damage or loss caused by seller/buyers.
- 11 • Unfair suspension or termination of sellers' accounts without proper notice or explanation.
- 12 • Lack of transparency in communication and policy changes.
- 13 • Misuse of power or authority to favor buyers over sellers.
- 14 • Failure to adequately investigate and address complaints or issues raised by sellers.

15 It is imperative that small businesses, particularly those that rely on online platforms like Amazon
16 for their livelihood, are protected from such unfair and deceptive business practices. Laws such as
17 the Unfair Business Practices Act are in place to protect small business owners from such conduct.

18 The Unfair Business Practices Act, also known as the Unfair Competition Law, is a California law
19 that prohibits businesses from engaging in unfair practices in the marketplace. The law was
20 designed to protect consumers and businesses from anti-competitive behavior and to promote fair
21 competition. As Amazon has failed to respond to our concerns, we have no other choice but to
22 take legal action to ensure that our rights as a seller are protected and that we are fairly
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1 compensated for the damages caused by Amazon's wrongful suspension of our account,
2 withholding of our funds, and causing significant damages.

3 In a shocking display of authority, Amazon has unabashedly flouted laws and regulations, asserting
4 itself as an unchallenged decision-maker and assuming the role of an independent jurisdiction.

5 This audacious disregard for established norms has been accompanied by a dismissive attitude
6 towards the legitimate concerns raised by sellers. It is crucial to highlight that there exist explicit
7 laws and regulations specifically designed to safeguard the interests of sellers. These protective
8 measures aim to ensure fairness, transparency, and accountability in the marketplace. It is
9 imperative that the court acknowledges and addresses these infringements, upholding the integrity
10 of the legal framework established to safeguard the rights and well-being of sellers.

11 As a seller, there are several laws that protect against unfair practices by Amazon:
12

13 **1. Federal Trade Commission Act (FTC Act) - Code: 15 U.S.C. § 41 et seq.:**

14 The FTC Act prohibits unfair and deceptive business practices, including false advertising and
15 misrepresentations. Amazon's deceptive and unfair actions, such as withholding funds, breaching
16 contracts, and arbitrary closures, clearly violate the FTC Act.

17 **2. Sherman Antitrust Act - Code: 15 U.S.C. §§ 1-7:**

18 The Sherman Antitrust Act prohibits anti-competitive. Amazon's anti-competitive actions, which
19 harm sellers, violate the Sherman Antitrust Act. Amazon's anti-competitive actions, which harm
20 sellers by exerting control over the market and engaging in unfair practices, violate the Sherman
21 Antitrust Act. By closing our account on the platform, Amazon sells these/similar items by itself
22 or gives competition to the sellers whoever they choose.

23 **3. Uniform Commercial Code (UCC) - Code:**

1 The UCC governs commercial transactions, including the sale of goods. Amazon's breach of
2 contract, such as withholding funds, violates the UCC. Because Amazon has taken its **commission**
3 **from sales, marketplace fee, sales tax, shipping cost, refunded customer who returned even**
4 **without a valid return reasons** (for example, in one of these incident, one customer said his dog
5 broke the toy we sent and asked to resend another one which costed us another item with our own
6 expenses, amazon double-charged us for the product, we were charged for the return, our seller
7 performance metrics were affected because of a customer return) **and sent an 1099-K to IRS**
8 **falsely claiming that it distributed the payments to the seller, Spring Design LLC, including**
9 **the amount \$61.270.**

12 **4. State Consumer Protection Laws:**

13 Each state has its own consumer protection laws that prohibit unfair and deceptive business
14 practices. Amazon's unfair and deceptive actions, sending a 1099-K to IRS, falsely claiming that
15 he distributed the funds to the seller, including false advertising and unjust withholding of funds,
16 violate these laws.

18 **5. State Unfair Competition Laws:**

19 Many states have unfair competition laws that protect businesses from unfair practices. Amazon's
20 arbitrary closures, withholding of funds, and dismissive approach towards sellers' concerns violate
21 these laws.

23 **6. State Breach of Contract Law:**

24 The law protects parties from breaching their contractual obligations. Amazon's breach of contract
25 with sellers, such as withholding funds without proper justification, violates these laws.

26 **7. State Negligence Laws:**

1 State negligence laws hold businesses accountable for their negligent actions. Amazon's arbitrary
2 closures, refusal to address concerns, and withholding of balances constitute negligence under
3 these laws.

4 **8. State Unjust Enrichment Laws:**

5
6 Unjust enrichment laws allow sellers to seek remedies when another party has been unjustly
7 enriched at their expense. It is clearly shown that Amazon has taken its **commission from sales,**
8 **marketplace fee, sales tax, shipping cost, refunded customer who returned even without a**
9 **valid return and sent a 1099-K to IRS falsely claiming that it distributed the payments to the**
10 **seller, and marking the seller balance as expenses, enriched Amazon with Spring Design**
11 **expense.** Amazon's actions have resulted in their unjust enrichment while harming us.

12 **9. State Antitrust Laws:**

13
14 California State Antitrust Laws provide essential safeguards to protect sellers whose accounts have
15 been unjustly closed by Amazon. These laws aim to prevent anticompetitive behavior and ensure
16 fairness in the marketplace. When Amazon takes commissions from sales, charges marketplace
17 fees, collects sales tax, and deducts shipping costs without proper justification, it may be viewed
18 as an unfair business practice. California State Antitrust Laws prohibit such conduct and offer
19 avenues for affected sellers to challenge these actions.

20
21 Furthermore, if Amazon falsely claims to have distributed payments to the seller by submitting a
22 1099-K to the IRS, it constitutes deceptive behavior. California State Antitrust Laws protect sellers
23 from false representations and fraudulent practices, empowering them to pursue legal remedies for
24 the harm caused. Additionally, if Amazon marks the seller's balance as expenses and unduly
25 enriches itself by attributing seller expenses to the account, it can be seen as an unfair burden
26 placed on the seller. California State Antitrust Laws prohibit unjust enrichment and provide
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28

1 mechanisms for sellers to seek compensation and restitution. These laws promote fair competition.
2 prevent anticompetitive practices, and ensure that sellers are treated fairly and equitably in the
3 marketplace.

4 After we have done some research, we found that many companies are suffering from Amazon's
5 unfair practices. In all these cases mentioned in evidence document, the sellers claimed that
6 Amazon breached its contract with them by taking actions such as suspending their accounts or
7 removing their listings without notice or explanation, and that these actions caused significant
8 harm to their businesses. The courts in these cases found that Amazon did breach its contracts with
9 the sellers and acted in bad faith, resulting in the sellers being awarded damages. Summary of
10 these cases are attached in the claim.
11

12 Cases are summarized and attached in evidence documents.

13 In each of these cases, the seller alleged that Amazon unfairly suspended their account and
14 withheld their funds without notice or explanation. The sellers claimed that Amazon's actions
15 violated various consumer protection laws. In all cases, the courts ruled in favor of the sellers and
16 ordered Amazon to pay damages and attorney's fees.
17

18 There are more than these abovementioned cases. In each of these cases, the sellers claimed that
19 Amazon breached its contract with them by taking actions such as suspending their accounts or
20 removing their listings without notice or explanation, and that these actions caused significant
21 harm to their businesses. The sellers also alleged that Amazon acted in bad faith by failing to
22 provide adequate notice and an opportunity to cure any alleged defects in their products. The cases
23 are ongoing, and the sellers are seeking damages and other relief for the harm they have suffered
24 because of Amazon's actions.
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1 As seen in the abovementioned cases, Amazon has a history of unfairly suspending seller accounts
2 and withholding funds without notice or explanation, in violation of consumer protection laws and
3 their contractual obligations. In all of these cases, evidence demonstrated a pattern of behavior on
4 Amazon's part that is detrimental to the businesses of sellers on their platform.
5

6 To summarize the cases above:

- 7 • Amazon has been accused of engaging in unfair business practices, damaging the business
8 of small sellers, causing financial damages, and putting them in danger.
- 9 • Amazon has been accused of suspending seller accounts without providing a detailed
10 explanation and withholding funds, leaving small sellers in a helpless situation.
- 11 • Amazon has also been accused of failing to provide adequate help or assistance to small
12 businesses and withholding their funds in breach of their contractual obligations. This
13 unfair business practice has left many small businesses in a precarious situation, causing
14 significant financial strain and suffering.
- 15 • Amazon has been accused of breaching its contract with small sellers by taking actions
16 such as suspending their accounts or removing their listings without notice or explanation,
17 and that these actions caused significant harm to their businesses.
- 18
- 19

20 The courts in these cases (these are only a few we put here, and we know that amazon is being
21 sued more than 1000s,) have found that Amazon did breach its contracts with the sellers and acted
22 in bad faith, resulting in the sellers being awarded damages.
23

24 These accusations have sparked a call for more protection for small businesses, particularly those
25 that rely on online platforms like Amazon for their livelihood.
26

27 **Our Demand**

1 Total Pecuniary Damages Sought: \$ 61,270 at the time of incident plus market gain of the amount
 2 in amazon operations. Therefore, \$61,270, representing the sum owed to us by Amazon at the
 3 time of the account's closure which is now 86,988 in terms of Amazon.com market value.

4 Total Non-Pecuniary Damages Sought: \$711,323.

5
 6 In our pursuit of non-pecuniary damages from Amazon for the unwarranted closure of our seller
 7 account, we have meticulously categorized our losses into four distinct sections, each reflecting
 8 the impact on our business, financial well-being, and personal lives.

9 Based on our sales records, it is evident that our monthly revenue typically ranged around \$10,000
 10 during off-peak seasons. However, during the Christmas season, we experienced a significant
 11 surge in sales, with our monthly revenue reaching a peak of several tens of thousands of dollars
 12 specifically around \$50,000. These figures highlight the substantial growth and profitability we
 13 achieved during peak sales periods, demonstrating the potential and value of our business.

14
 15 Considering the prevailing circumstances, particularly the ongoing pandemic which has led to a
 16 surge in online sales, we firmly believe that our monthly sales have the potential to increase
 17 significantly. Based on our analysis, we anticipate that if we continue to operate and leverage the
 18 current market conditions, linear increase in sales along with Covid-19 factor, our sales could
 19 potentially grow four to five times their current levels. This projection considers the growing
 20 demand for online shopping and the favorable environment for e-commerce businesses. By
 21 capitalizing on these factors, we are confident in our ability to achieve substantial sales growth
 22 and capitalize on the prevailing market opportunities.

23
 24 10.11.2023

25
 26 ~~Inventory related costs:~~

27 Mehmet GOCER

28 Tugba GOCER

4350 W Hill Rogers Dr
 San Jose, CA, 95129

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mehmet Gocer and Tugba Gocer 4350 Will Rogers Dr San Jose, CA, 95129 TELEPHONE NO.: 6502503699 FAX NO.:		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> <div style="font-size: 1.2em; font-weight: bold;">OCT 11 2023</div> Clerk of the Court Superior Court of CA County of Santa Clara BY <u>B. ROMAN ANTONNEZ</u> DEPUTY	
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N First St MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:			
CASE NAME: Mehmet v. Amazon.com Inc			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">23CV423964</div>	
		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/UPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/UPD/WD (23) Non-P/UPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/UPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive4. Number of causes of action (specify): 15. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08.01.2023

Mehmet Gocer

Tugba Gocer

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.